IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

SUMMARY SUIT NO.550 OF 2004

Sayyed Aftab Hussain ..Plaintiff.

Vs.

Sajid Gulam Nabi Khan ..Defendant.

....

Ms. Seema Singh for the Plaintiff.
None for the Defendant.

....

CORAM: **DR. D.Y. CHANDRACHUD, J.**

12th June, 2007.

P.C. :

The Plaintiff lent and advanced a sum of Rs.1,20,000/- to the Defendant in consideration whereof a promissory note was executed by the Defendant on 22nd June, 2002 agreeing to repay the amount with interest at the rate of 18% per annum. The Defendant has not repaid the amount despite a notice of demand whereupon a suit has been instituted under the provisions of Order 37 of the Code of Civil Procedure, 1908.

The Defendant has been served with the writ of summons.

The Defendant has entered appearance through an advocate. An affidavit of service dated 12th June, 2007 has also been filed. There is no reply to the Summons for Judgment. A compilation of the original documents has also been filed on the basis of which the claim is established. The claim in the suit falls within the purview of Order 37 of the Code of Civil Procedure. The suit is accordingly decreed in terms of prayer clause (a) subject to the modification that the Plaintiff will be entitled to interest at the rate of 9% per annum from the date of the institution of the suit until the date of the decree and at the same rate from the date of the decree until payment or realization.